SUPERIOR COURT OF CALIFORNIA COUNTY SAN DIEGO
case no. 705440 clerk Doreen Cadava
date of hearing 05/16/97 time: 02:00 PM Hon. Anthony C. Joseph plaintiff/petitioner defendant /respondent
Security Pacific Financial Service Richard E. White, et al.
Attorney for plaintiff attorney for defendant
Reynold Paris (1) Richard E. White
1. PLAINTIFF TELE: SJ
this matter having come before the court this date, the court orders:

In the matter of Security Pacific Financial Services v. Richard E. White et al., case number 705440, the Honorable Anthony C. Joseph presiding, the court's tentative ruling is as follows:

The motion for summary judgment filed by plaintiff Security Pacific Financial Services, Inc. is granted. Security Pacific has met its burden by producing admissible evidence on each of the laments of the cause of action. (Security Pacific Separate Statement, Undisputed Fact Nos. 7-12.) Defendants' understanding of the meaning of the note is in direct contradiction to the note itself. As a matter of law, defendants cannot defend a claim based on a theory of alleged oral or implied agreement that they would not be personally liable as evidence of such an agreement contradicts the terms of the written agreements and is inadmissible. (Slivinsky v. Watkins Johnson Co. (1990) 221 Cal.App.3d 799, 804-806; Haggard v. Kimberly Quality Care (1995) 39/Cal.App.4th 508,520.) The parol evidence rule therefore, bars their testimony as to the contemporaneous statements of the loan company employees. The fraud exception to the parol evidence rule does not apply as the evidence sought to the express terms of the integrated written agreement. (Bank of America etc. Assn. V. Pendergrass (1935) 4 Cal.2d258; Simmons v. Cal. Institute of Technology (1949) 34 Cal.2d 264, 274-275; cf Continental Airlines, Inc. v. McDonnell Douglass Corp. (1989) 216 Cal. App.3d 388, 418-42; Alling v. Universal Manufacturing Corp. (1992) 5 Cal. App.4th 1412, 1436-1437.)

The tentative ruling shall become the final order of the court nunc pro-tunc, effective on the date the telephonic ruling was issued, in the event (1) oral argument is not requested, or is requested in an untimely manner; or (2) the court confirms the

telephonic ruling after oral argument.

Dated: 05/16/97

Anthony C. Joseph
Judge of the supreme court